

Pricing Supplement to the Cardmember Agreement

The information provided below in this Pricing Supplement, along with the Cardmember Agreement(s) and the Addendum to the Cardmember Agreement (as applicable) reflects certain account pricing and terms that were available to certain applicants that applied for and were approved for certain credit card accounts on the last business day of the calendar quarter that ended on 06-30-2010. These account terms may not be available after that date.

These documents are being provided to you for informational purposes only. If you apply and are approved for a credit card account with us, your actual account terms will be based on the terms of the offer available at the time that you applied, what you are approved for and your actual Cardmember Agreement will be the agreement sent to you when your account is first opened.

Interest Rates and Interest Charges

Annual Percentage Rate (APR) for Purchases	7.24% to 18.24% APR. This is a variable rate that equals the Prime Rate plus a margin from 3.99% to 14.99%, (this corresponds to a current DPR of 0.0198% - 0.0500%) (this corresponds to a current MPR of 0.6033% - 1.5200% for residents of Iowa at the time of account opening (if applicable)).
APR for Balance Transfers	7.24% to 18.24% APR. This is a variable rate that equals the Prime Rate plus a margin from 3.99% to 14.99%, (this corresponds to a current DPR of 0.0198% - 0.0500%) (this corresponds to a current MPR of 0.6033% - 1.5200% for residents of Iowa at the time of account opening (if applicable)).
APR for Cash Advances	21.99% APR. This is a variable rate that equals the Prime Rate plus a margin from 18.74%, (this corresponds to a current DPR of 0.0602%) (this corresponds to a current MPR of 1.8325% for residents of Iowa at the time of account opening (if applicable)).
Penalty APR and When it Applies	Up to 30.24% based on your creditworthiness. This is a variable rate that equals the Prime Rate plus a margin from 0% to up to 26.99% (this corresponds to a current DPR of 0.0000% - 0.0828%) (this corresponds to a current MPR of 0.0000% - 2.5200% for residents of Iowa at the time of account opening (if applicable)). This APR may be applied to your account if you: <ol style="list-style-type: none">1. Make a late payment;2. Go over your credit limit;3. Make a payment that is returned; or4. Do any of the above on another account you have with us. How Long Will the Penalty APR Apply? If your APRs are increased for any of these reasons, the Penalty APR will no longer apply to existing balances if you make the next 6 consecutive payments when due. The Penalty APR will apply to other balances indefinitely.
Paying Interest	Your due date is at least 23 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on balance transfers, checks and cash advances on the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$2.00 (\$0.50 for residents of Iowa at the time of account opening).

Fees

Annual Fee	\$0
Transaction Fees:	
<ul style="list-style-type: none"> Balance Transfer 	Either \$10 - \$10 or 4% - 4% of the amount of each transfer, whichever is greater. We may from time to time offer you lower Transaction Fees on Balance Transfers and Checks.
<ul style="list-style-type: none"> Cash Advance 	Either \$10 or 3% of the amount of each cash advance, whichever is greater.
<ul style="list-style-type: none"> The purchase of a money order, travelers' check, foreign currency, lottery ticket, gambling chips, or wire transfer is a cash advance 	Either \$10 or 3% of the amount of each transaction, whichever is greater.
<ul style="list-style-type: none"> Foreign Transaction 	3% of each transaction in U.S. dollars.
Penalty Fees:	
<ul style="list-style-type: none"> Late Payment 	\$15 - \$39.95 depending upon the state that you live in at the time of account opening and in some cases depending upon the balance on the account on the day the fee is assessed.
<ul style="list-style-type: none"> Over-the-Credit-Line 	\$0 - \$0
<ul style="list-style-type: none"> Returned Payment 	\$15 - \$39.95 depending upon the state that you live in at the time of account opening.

Additional Check Related Fees	
• Check Stop Payment Fee	\$29 - \$39.95 depending upon the state that you live in at the time of account opening.
• Returned Check Fee	\$20 - \$50 depending upon the state that you live in at the time of account opening.

Variable Rate Information.

The following applies to any APR on your Account that varies with the market based on the Prime Rate. The APRs on your Account correspond to a Daily Periodic Rate ("DPR") or a Monthly Periodic Rate ("MPR") which is applicable only to residents of Iowa at the time of Account opening. The applicable DPRs/MPRs on your Account equal 1/365th (or 1/12th for residents of Iowa at the time of Account opening) of the sum of 1) the applicable Prime Rate, 2) plus the margin(s) listed above for each Purchase, Balance Transfer, or Cash Advance balance or the margin listed above if a Penalty APR applies. The "Prime Rate" used in determining the APRs in each billing cycle will be the highest rate published in the Money Rates column of *The Wall Street Journal* on the last business day of each month. An increase or decrease in the Prime Rate will cause a corresponding increase or decrease to your variable rates on the first day of the billing cycle that begins in the same month in which the applicable Prime Rate is published. There is no limitation on the amount of any increase. Any such increase or decrease will cause a corresponding increase or decrease in the amount of interest assessed and possibly in the amount of the Minimum Payment Due. If *The Wall Street Journal* does not publish the U.S. Prime Rate, or if it changes the definition of the U.S. Prime Rate, we may substitute another index. As of 06-30-2010 the Prime Rate was 3.25%.

How the Penalty APR may apply to your Account.

The APRs on your Account may be increased each time, on this Account or any other account you may have with us, if you fail to make a payment to us when due, you fail to pay at least the minimum payment due, you exceed your credit line, or you make a payment that is not honored by your bank (each, a "Penalty Event"). If we increase the APRs on your Account, we will notify you in advance of the increase. The Penalty APR that will be applied to your Account will be determined based on our review of your credit history at the time of our review (including your credit performance with other creditors). Our notice to you will include the effective date of the APR increase and the balances to which the Penalty APR will be applied. If the Penalty APR is applied to your account, it may continue to apply to new transactions indefinitely. However, the Penalty APR will cease to apply to transactions made before the penalty rate notice was sent if, after the Penalty APR goes into effect, you make the next six consecutive minimum payments in a row when due. If you do not make these six consecutive minimum payments, the Penalty APR may continue to apply to new and existing transactions indefinitely.

How We Will Calculate Your Balance:

We use a method called "daily balance (including new purchases)". To determine the amount of the interest to be charged on your Account we first calculate the "Balance Subject to Interest Rate" separately for Purchases, for Balance Transfers, and for Cash Advances. We apply the applicable DPR to each of the applicable daily balances for i) Purchases, ii) Balance Transfers and iii) Cash Advances. The daily balances for Purchases, for Balance Transfers and for Cash Advances are each calculated separately and determined as follows: We take the beginning balances for each transaction type on your Account each day, including any interest calculated on the previous day's balance, add to the respective balances any new transaction, subtract any payments or credits and make any other applicable adjustment(s). This Agreement provides for compounding of interest. A credit balance is treated as a balance of zero. If you multiply the "Balance Subject to Interest Rate" for each balance category as shown on your monthly billing statement by the number of days in the billing period and then multiply each sum by the applicable DPRs, the results will be the interest assessed, except for minor variations caused by rounding. We may from time to time offer you "introductory," "special" or "promotional" APR offers. If any are in effect on your Account we will separately identify the balances to which such offers apply on your monthly billing statement. These separate balances and the related interest will be calculated in the same manner as described above.

How We Will Calculate Your Balance (For Residents of Iowa at the Time of Account Opening) :

We use a method called "average daily balance (including new purchases)". To determine the amount of the interest to be charged on your Account we first calculate the "Balance Subject to Interest Rate" separately for Purchases, for Balance Transfers, and for Cash Advances. We apply the applicable Monthly Periodic Rate to the average daily balances of i) Purchases, ii) Balance Transfers, and iii) Cash Advances. The average daily balances for Purchases, for Balance Transfers, and for Cash Advances are calculated separately and determined as follows: We take the beginning balances for each balance category on your Account each day, add to the respective balances any new transaction, subtract any payments or credits and make any other applicable adjustment(s). A credit balance is treated as a balance of zero. Then we take the sum of all daily balances and divide by the number of days in the billing period to determine the average daily balance. If you multiply the "Balance Subject to Interest Rate" for each balance category as disclosed on your monthly billing statement by the applicable MPRs, the results will be the interest assessed, except for minor variations caused by rounding. We may from time to time offer you "introductory," "special" or "promotional" APR offers. If any are in effect on your Account we will separately identify the balances to which such offers apply on your monthly billing statement. These separate balances and the related interest will be calculated in the same manner as described above.

Accrual of Interest and How to Avoid Paying Interest on Purchases.

On Purchases, interest begins to accrue as of the transaction date. However, you may avoid paying interest on Purchases in any given billing cycle if you pay your Current Balance in full by the Payment Due Date each month. For Balance Transfers,

interest will accrue from the day we send the Balance Transfer to the payee. For Checks, interest will accrue on the day the payee accepts the Check. For Cash Advances, interest will accrue from the day you take the Cash Advance. The amount of the Minimum Interest Charge (or "Minimum Charge") that will be assessed on your Account in any billing cycle in which you owe interest is disclosed in the Account Summary Table.

Your Cardmember Agreement with Us

This document is our standard form credit card agreement in effect on the last business day of the previous calendar quarter that ended on 06/10/2010 and has been supplemented with pricing information included in the document(s) titled "Pricing Supplement" and other terms and/or features that may vary between the different types of credit card accounts that we offer as reflected in the "Addendum to the Cardmember Agreement". These documents are provided to you for informational purposes only. These account terms may not be available after the above date. If you apply and are approved for a credit card account with us, your actual account terms will be based on the terms of the offer available at the time that you applied and your Cardmember Agreement will be the agreement sent to you when your account is first opened.

Introduction.

This Agreement establishes the terms of your credit card account ("Account") with Barclays Bank Delaware, Wilmington, Delaware. Please read it carefully and keep it with your records. You do not need to sign this Agreement, but please sign the back of your credit card (the "Card"), if you have not already done so. All extensions of credit in connection with your Account are being made by Barclays Bank Delaware. You do not need to accept the Account and this Agreement and none of the fees on this Account will apply unless you use the Account.

Definitions.

If we use a capitalized term in this document but we do not define the term in this document, the term has the meaning as used in your monthly statement.

"Agreement" means this document, the Pricing Supplement (the "Supplement") and the Addendum to the Cardmember Agreement (the "Addendum") document and any changes we make to these documents from time to time.

"Authorized User" means any person you allow to use your Account including without limitation through a Card, Check, the account number, or other credit device.

"Balance Transfer" means the use of your Account for a loan obtained by a transfer of funds initiated by us at your request and includes the use of a Balance Transfer Check. "Balance Transfer" includes the Transaction Fees associated with any Balance Transfer.

"Cash Advance" means the use your Card or account number to obtain cash loans at any financial institution or automated teller machine that accepts the Card, the use of a Cash Advance Check or the purchase of Cash Equivalents. "Cash Advance" includes the Transaction Fees associated with any Cash Advance or any Cash Equivalent.

"Cash Equivalent" means the use of your Card or account number to obtain money orders, traveler's checks, foreign currency, lottery tickets, gambling chips or wire transfers. Cash Equivalents and the Transaction Fees associated with any Cash Equivalent are considered Cash Advances for interest calculation purposes.

"Check" or "Convenience Check" means an access check we provide to you to make a Cash Advance or a Balance Transfer as applicable on your Account. A Check can be either a Balance Transfer Check or a Cash Advance Check and will be designated as such by us.

"Daily Periodic Rate" or "DPR" means the applicable APR divided by 365.

"Foreign Transaction" means the use of your Card or Account (other than through a Cash Advance) for a transaction with a business or entity located outside of the United States or for a transaction in a currency other than U.S. dollars. Foreign Transactions and the Transaction Fees associated with any Foreign Transaction are considered Purchases for interest calculation purposes.

"Monthly Periodic Rate" or "MPR" means the applicable APR divided by 12.

"Purchase" means the use of your Card or account number to buy or lease goods or services and to make a transaction that is not otherwise a Balance Transfer or a Cash Advance. Purchases include Foreign Transactions, Account Fees and any adjustments associated with any Purchase.

"You" and "your" refer to each person who has applied for, accepted, or used the Account and each person who has agreed to be responsible for the Account.

"We," "us" and "our" refer to Barclays Bank Delaware.

Using Your Account/Acceptance of These Terms.

By signing, keeping or using your Card or Account, you agree to the terms and conditions of this Agreement. You may obtain credit in the form of Purchases, Balance Transfers and Cash Advances by using your Card, your account number, Checks, or other credit devices. You agree that we may credit your Account rather than issue cash refunds when you reverse transactions that were originally charged to your Account. You agree that you will not use your Card or Account in connection with any transaction that is prohibited or unenforceable and that if you do engage in such a transaction you waive any claim that the charge is uncollectible on the grounds the transaction was prohibited or unenforceable. The Card must be returned to us upon request. We may replace your Card with another Card at anytime.

Obligations on Your Account.

You authorize us to pay and charge your Account for all Purchases, Balance Transfers, Checks, and Cash Advances made or obtained by you or anyone you authorize to use your Card or Account. You agree to pay us for all of these Purchases, Balance Transfers, Checks, and Cash Advances, plus any interest assessed on your Account and any other charges and fees which you may owe under the terms of this Agreement, whether resulting from 1) physical use of your Card or a Check, 2) mail order or telephone, computer or other electronic transaction made without presenting the Card, or 3) any other circumstances where you authorize a charge, or authorize someone else to make a charge, to your Account. Each person who has agreed to be responsible on the Account is responsible to pay the full amount owed on the Account. If this is a joint Account, we can send statements and notices to either of you. We may require that you pay the full amount owed without first asking any other person(s) to pay. Instructions for making payments are on your monthly billing statement. Payments that comply with the requirements specified on or with your monthly billing statement, including the time of receipt, will be credited on the business day they are received. Payments must be mailed to the correct P.O. Box or street address specified for U.S. Priority Mail and overnight payments. There may be a delay of up to five (5) days in crediting payments that are not made in accordance with those instructions. Please allow at least seven (7) days for the U.S. Postal Service to deliver your payment. All payments must be made in U.S. dollars. Any payment made by check or other negotiable instrument or direct debit must be drawn on a U.S. bank or a U.S. branch of a foreign bank. We reserve the right to accept payments made in a foreign currency. If we do, we will select the foreign currency rate at our discretion. Your available credit may not be immediately increased by the amount of the payment for up to seven (7) days to ensure we collect the funds from the bank on which your payment is drawn. If you overpay or if there is a credit balance on your Account, we will not pay interest on such amounts.

Credit Line/Authorized Usage.

Your credit line is shown on the folder containing your Card. **We may change your credit line from time to time—either increase or decrease it—in our sole discretion.** If at any time (including in the first month after your Account is opened) you engage in account actions or activity that we perceive could have a negative impact on your credit standing with us, we may decrease your credit line or close your Account. Your latest credit line will appear on your monthly billing statement. **You agree not to make a Purchase, authorize a Balance Transfer, use a Check, or obtain a Cash Advance that would cause the unpaid balance of your Account to exceed your credit line. We may honor Purchases, Balance Transfers, Checks and/or Cash Advances in excess of your credit line at our sole discretion. If we do, this Agreement applies to that excess and you agree to pay the excess immediately if we request that you do so. You agree that we may change or cancel your credit line at any time without affecting your obligation to pay amounts that you owe under this Agreement.** We will notify you of any change, but the change may take effect before you receive the notice. We may designate that only a portion of your credit line is available for Cash Advances. **If we do and you exceed your line, you will be considered to have exceeded your credit line for all purposes of this Agreement. We may limit the authorizations to make Purchase, Balance Transfer, Check, or Cash Advance transactions that may be accomplished with your Card or Account. If you are approved for an account that does not have a preset spending limit please see the Addendum to the Cardmember Agreement addendum for additional information about your credit line and the usage of your Account.**

Checks on Your Account.

We may issue Checks on your Account in the form of "Balance Transfer Checks" or "Cash Advance Checks," which can be used to access your credit line. Each Check will contain your Account number and may be used only by the person(s) whose name(s) is/are printed on it. Each must be completed and signed in the same manner as a regular personal check. If we provide Checks to you, you may not use them to pay any amount you owe under this Agreement or under any other account you may have with us. Balance Transfer Checks and Cash Advance Checks are subject to the same rate and other terms under this Agreement as Balance Transfers and Cash Advances, respectively. Unless otherwise indicated, all references in this Agreement to Balance Transfers include Balance Transfer Checks, all references to Cash Advances include Cash Advance Checks, and all references to use of the Account include use of these Checks. **Unlike purchase transactions, there are no charge back rights with regard to Balance Transfer and Check transactions.**

Monthly Billing Statements.

At the end of each monthly billing cycle a statement will be mailed or delivered to you if your Account has a debit or credit balance of more than \$1.00 or if interest or a fee has been imposed. We will not send a monthly billing statement if we deem your Account uncollectible or if delinquency collection proceedings have been instituted by us sending your Account to an outside collection agency or attorney for collection.

Your Minimum Payment Each Month.

Each billing cycle, you must pay at least the Minimum Payment Due shown on your monthly statement by its Payment Due Date. If the Statement Balance shown on your monthly statement is less than the amount reflected in the Addendum to the Cardmember Agreement, your Minimum Payment Due will be that Statement Balance amount. Otherwise, if your Statement Balance is greater than the applicable disclosed amount, your Minimum Payment Due will be the total of 1) 1% of the Principal Balance (defined as the total Statement Balance minus interest charges, Returned Payment Fee, and any Late Payment Fee, that are incurred during the current billing cycle), plus 2) interest charges accrued during the current billing cycle, plus 3) any Returned Payment Fee (and if we so elect, any Late Payment Fee), incurred during the current billing cycle, plus 4) if we so elect, any amount past due or amount over your credit line at the time of billing. In certain instances your Minimum Payment Due may be less than your total Fees and Interest assessed in that billing cycle. At any time you may pay more than the Minimum Payment Due up to the full amount you owe us.

Transaction Fees.

If you use your Card or Account to obtain a Cash Advance, we will charge a Cash Advance Fee for each such Cash Advance. If you use your Card or Account to do a Balance Transfer, we will charge a Balance Transfer Fee for each such Balance Transfer. If you use your Card or Account to purchase Cash Equivalents, we will charge a Cash Advance Fee (sometimes we may refer to this as a Cash Equivalent Fee) for each such transaction. If you use your Card or Account for a Foreign Transaction, we will charge a Foreign Transaction Fee for each such transaction. Balance Transfer Checks and Cash Advance Checks are subject to the same Transaction Fee as Balance Transfers and Cash Advances, respectively. The present amounts of those charges are stated in the Supplement.

Account Fees.

We may also assess the Account Fees listed below. The current amounts of such Account Fees are stated in the Supplement.

Late Payment Fee – If we do not receive a payment from you in at least the amount of your Minimum Payment Due by the Payment Due Date shown on your monthly statement, we may charge you a Late Payment Fee. You may be charged one Late Payment Fee for each Minimum Payment Due which is not paid by the Payment Due Date.

Returned Payment Fee – If your bank does not honor a check or direct debit you deliver to us, or we must return a check because it is not signed or is otherwise irregular, we may charge you a Returned Payment Charge.

Returned Check Fee – If we return a Check unpaid because it exceeds your available credit line at the time it is processed, your Account is closed or otherwise does not have charge privileges, you did not comply with our instructions regarding the check or your Account is past due, we may charge you a Returned Check Fee.

Check Stop Payment Fee – If we stop payment on a Check at your request, we may charge you a Check Stop Payment Fee.

Foreign Currency Conversion.

For MasterCard Cards, we and MasterCard (or their affiliates) will convert transactions in foreign currencies into U.S. Dollars. MasterCard will use their currency conversion procedures that are current at the time of the transaction. Currently, the currency conversion rate they use is either the wholesale market rate or the government-mandated rate in effect under those procedures increased by one percent. The currency conversion rate used on the conversion date may differ from the rate in effect on the date you used your Card or Account.

For Visa Cards, we and Visa (or their affiliates) will convert transactions in foreign currencies into U.S. Dollars. Visa will use its currency conversion procedures that are current at the time of the transaction. Currently, Visa selects a rate from the range of rates available in the wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government mandated rate in effect for the applicable central processing date. The currency conversion rate used on the conversion date may differ from the rate in effect on the date you used your Card or Account.

Authorized Users.

You may allow Authorized Users to use your Account. If you allow an Authorized User to use your Account, you will be liable for all transactions made by that person including transactions for which you may not have intended to be liable, even if the amount of those transactions causes your credit limit to be exceeded. You must notify us to revoke your permission to allow an Authorized User to use your Account or Card. Until you revoke your permission, you are responsible for all charges made by an Authorized User, including Balance Transfer Check and Cash Advance Check transactions, regardless of whether you intended to be responsible for those charges. If you request additional Cards for Authorized Users, checks accessing this Account may also be included with the Card.

Administrative Charges.

If you request photocopies of monthly billing statements, you will be charged \$5 for each duplicate requested for each statement requested that is less than 23 months old. If the requested statement is older than 23 months you will be charged \$10 for each requested statement. If you request any special services such as obtaining Cards on an expedited basis, you agree to pay our reasonable charges for such services, in effect at that time.

Default/Collection Costs.

Unless otherwise prohibited by law, your Account will be in default and we may demand immediate payment of the entire amount you owe us if: 1) in any month we do not receive your Minimum Payment Due by the Payment Due Date; 2) you make Purchases, initiate Balance Transfers, use a Check, or obtain Cash Advances in excess of your credit line; 3) you fail to comply with this Agreement; 4) there is a filing for your bankruptcy; 5) you die or become incapacitated; or 6) we believe in good faith that the payment or performance of your obligations under this Agreement is impaired for any other reason. As permitted by applicable law, you agree to pay all collection expenses actually incurred by us in the collection of amounts you owe under this Agreement (including court or arbitration costs and the fees of any collection agency to which we refer your Account) and, in the event we refer your Account after your default to an attorney who is not our regularly salaried employee, you agree to pay the reasonable fees of such attorney. We will not be obligated to honor any attempted use of your Account if a default has occurred or we have determined to terminate your Account or limit your Account privileges (as discussed below).

Termination.

We may terminate your privileges under this Agreement or limit your right to make Purchases, initiate Balance Transfers, use Checks, or obtain Cash Advances at any time for any reason without prior notice. If we ask, you must return your Cards and any unused Checks to us, cut in half. You agree that you will not try to make a Purchase, use a Check, initiate a Balance Transfer or obtain a Cash Advance after you have been notified that your privilege to use your Account has been terminated. You may terminate this Agreement at any time. If you do, you must return to us all Cards and Checks previously issued on the Account. If you call us, we may require that you confirm your termination in writing. Termination will not affect existing obligations under this Agreement or your liability for all charges posted to your Account prior to the time all Cards and unused Checks issued on your Account are returned to us.

Notices to You.

Billing statements and notices will be sent to the address shown in our files. If this is a joint Account, we may send billing statements and notices to either of you. You promise to inform us promptly in writing of any change in your e-mail address or your U.S. mail address. You may update this information by visiting the website on the back of your Card and sending us an e-mail or telephoning us at the telephone number provided below on your Card. We may in our discretion accept address corrections from the United States Postal Service.

Consent to Receive Electronic Notices.

You may receive periodic billing statements and other notices regarding your Account electronically or by U.S. mail. By requesting statements and other notices electronically, which may only be done on our website, and by providing any other legally required consents, you affirmatively consent to receive all periodic billing statements and other notices electronically when legally permissible. Otherwise, statements and notices will be sent to the address shown in our files. If at any time you need a paper copy of statements or notices, or you change your mind and prefer to receive all your statements and notices in paper rather than electronic form, telephone us at the number provided below or visit us at the website on the back of your Card and send us an e-mail. In order to access your statements and notices electronically, you must have a computer equipped with at least a 40-bit JavaScript-enabled Netscape or Microsoft browser at the Version level 4.0 or higher. In order to retain your statements and notices, you must have a printer attached to your computer that can print them out or a drive or other storage device onto which you can download them. By accepting the receipt of electronic statements and other notices, you confirm that you have the software and equipment that satisfies these requirements to enable you to access and retain your statements and notices electronically.

Skip Payment Program and Other Special Terms.

From time to time, we may let you skip or reduce one or more monthly payments during a year (interest will continue to accrue) or offer you other special features. If we do, we will advise you of the scope and duration of the applicable skip or special feature. When the skip or special feature ends, your regular terms will resume.

Changes in This Agreement.

We can change this Agreement, including the annual percentage rate and any fees, and can add or delete provisions relating to your Account or to the nature, extent and enforcement of the rights and obligations you or we may have under this Agreement, all as permitted by applicable law. We will notify you of any such change. Any change, addition or deletion to this Agreement, including any increase or decrease in your APRs, will become effective at the time stated in our notice and will apply to those balances, including new transactions, on your Account as described in our notice. The notice we send you may state that you may notify us in writing within a specified time period that you do not wish to accept the changes, additions and deletions we are making. You will be deemed to accept all the changes, additions and deletions accompanying the notice and to ratify and confirm all the provisions of your Agreement and your acceptance of all the changes, additions and deletions described in other notices previously sent to you if 1) you do not notify us that you do not agree to the change, addition or deletion in the time frame set forth in the notice, or 2) you use the Card or Account after the conclusion of the specified time period.

Credit Performance.

Your Account was established based upon criteria which reflect your particular credit history. We will from time to time review your credit performance. In addition to any other rights we have, if you do not maintain your past level of credit performance, we may change some or all of the Account terms on your Account, and if we do we will notify you as provided in this Agreement and in accordance with applicable law.

Credit Information.

You agree that we may request consumer credit reports from one or more credit reporting agencies in connection with your application and the administration of your Account. You also authorize us to exchange credit information concerning you or your Account with (and answer questions and requests from) others, such as merchants, other lenders and credit reporting agencies.

Phone Calls/Electronic Communications.

In the regular course of our business, for quality control purposes, we may monitor and record phone conversations made or received by our employees. Similarly, we may monitor and record e-mail or conversations on our website between you and our employees. You agree that we will have such right with respect to all phone conversations, e-mail or conversations between you and our employees, whether initiated by you or any of our employees.

Refusal to Honor Card.

We are not responsible for refusals to honor your Card or Checks. And, except as otherwise required by applicable law or regulation, we will not be responsible for merchandise or services purchased or leased through use of your Account.

Irregular Payments and Delay in Enforcement.

We can accept late payments, partial payments, checks and money orders marked "Paid in Full" or language having the same effect without losing any of our rights under this Agreement. We can also delay enforcing our rights under this Agreement any number of times without losing them. The fact that we may at any time honor a Purchase, Check, Balance Transfer or Cash Advance in excess of your maximum credit line does not obligate us to do so again.

Payments Made on Your Account

If you make a payment on this Account utilizing a check, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your checking/deposit account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day you make your payment, and you will not receive your check back from your financial institution. For inquiries, or to opt out of one-time electronic fund transfers, please call the number listed on the back of your card.

Liability for Unauthorized Use of Your Account.

If your Card or any Check(s) are lost or stolen or if you have reason to think someone may use your Account without your permission, you must notify us at once. Please either visit the website on the back of your Card and send us an e-mail or telephone us at the number on the back of your Card concerning the loss or theft of your Card or Checks or the possible unauthorized use of your Account. Do not use the Card, Account number or any Checks after they have been reported lost or stolen, even if they are found or returned. You will not be liable for unauthorized use of the Account; however, you must identify for us the charges that were not made by you or someone authorized by you and through which you received no benefit. We may require you to provide us with certain information and to comply with our investigation procedures. We may terminate or limit access to your Account if you have notified us or we have determined that your Card or Checks may have been lost or stolen, or that there may be unauthorized access to your Account.

Assignment.

We may at any time assign or sell your Account, any sums due on your Account, this Agreement or our rights or obligations under this Agreement. The person(s) to whom we make any such assignment or sale shall be entitled to all of our rights under this Agreement, to the extent assigned.

Sale of Account and Assignment to Farm Bureau Bank.

This Account was originated by Barclays Bank Delaware but may be subsequently sold, assigned, or transferred to Farm Bureau Bank, FSB or to any other person or entity. Farm Bureau Bank, FSB may at any time, and without any notice to you, sell, assign, or transfer your Account, any sums due on your Account, this Agreement or our rights or obligations under your Account or this Agreement. The person(s) to whom we make any such assignment shall be entitled to all of our rights under the Agreement, to the extent sold, assigned, or transferred.

Governing Law.

THIS AGREEMENT AND YOUR ACCOUNT WILL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE AND, AS APPLICABLE, FEDERAL LAW.

Inquiries or Questions.

You may address any inquiries or questions which you have about your Account to Barclays Bank Delaware, by visiting the website on the back of your Card and sending us an e-mail, writing us at Barclays Bank Delaware, P.O. Box 8801, Wilmington, DE 19899-8801, or calling us at the number on the back of your Card. If you telephone or email us instead of writing, you may lose certain rights the law gives you to dispute billing errors.

Arbitration.

At the election of either you or us, any claim, dispute or controversy ("Claim") by either you or us against the other, or against the employees, agents or assigns of the other, arising from or relating in any way to this Agreement or your Account, or any transaction on your Account including (without limitation) Claims based on contract, tort (including intentional torts), fraud, agency, negligence, statutory or regulatory provisions or any other source of law and (except as specifically provided in this Agreement) Claims regarding the applicability of this arbitration clause or the validity of the entire Agreement, shall be resolved exclusively and finally by binding arbitration under the rules and procedures of the arbitration Administrator selected at the time the Claim is filed. The Administrator selection process is set forth below. For purposes of this provision, "you" includes any authorized user on the Account, and any of your agents, beneficiaries or assigns; and "we" or "us" includes our employees, parents, subsidiaries, affiliates, beneficiaries, agents and assigns, and to the extent included in a proceeding in which Barclays is a party, its service providers and marketing partners. Claims made and remedies sought as part of a class action, private attorney general or other representative action (hereafter all included in the term "class action") are subject to arbitration on an individual basis, **not** on a class or representative basis.

Alternatively, you and we may pursue a Claim within the jurisdiction of the Justice of the Peace Court in Delaware, or the

equivalent court in your home jurisdiction (each a "Small Claims Court"), **provided** that the action remains in that court, is made on behalf of or against you only and is **not** made part of a class action, private attorney general action or other representative or collective action. Further, you and we agree not to seek to enforce this arbitration provision, or otherwise commence arbitration based on the same claims in any action brought before the Small Claims Court.

The party initiating arbitration shall utilize the American Arbitration Association, www.adr.org, 950 Warren Avenue, East Providence, Rhode Island, 02914, 1-866-293-4053 to administer the arbitration (the "Administrator"). The Administrator provides information about arbitration, its arbitration rules and procedures, fee schedule and claims forms at its web site or by mail as set forth above. The Administrator will apply the rules and procedures in effect at the time the arbitration is filed. The Claim will be heard before a single arbitrator, whose authority is limited exclusively to the resolution of Claims between you and us and to providing an award effective only on behalf of you and/or us. The arbitration will not be consolidated with any other arbitration proceedings. The Administrator shall resolve each dispute in accordance with applicable law.

If you commence arbitration, you must provide us the notice required by the Administrator's rules and procedures. The notice may be sent to us at Barclays Bank Delaware, P.O. Box 8801, Wilmington, DE 19899-8801. If we commence arbitration, we will provide you notice at your last known billing address. We agree to honor your request to remove the action to a Small Claims Court, **provided** that we receive the request within thirty days of the notice of commencement of arbitration. Any arbitration hearing at which you appear will take place at a location within the federal judicial district that includes your billing address at the time the Claim is filed. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. Judgment upon any arbitration award may be entered in any court having jurisdiction. **No class actions joinder or consolidation of any Claim with a Claim of any other person or entity shall be allowable in arbitration, without the written consent of both you and us.** In the event that there is a dispute about whether limiting arbitration of the parties' dispute to non-class proceedings is enforceable under applicable law, then that question shall be resolved by litigation in a court rather than by the arbitrator; and to the extent it is determined that resolution of a Claim shall proceed on a class basis, it shall so proceed in a court of competent jurisdiction rather than in arbitration.

We will pay, or reimburse you for, all fees or costs to the extent required by law or the rules of the arbitration Administrator. Whether or not required by law or such rules, if you prevail at arbitration on any Claim against us, we will reimburse you for any fees paid to the Administrator in connection with the arbitration proceedings. In addition, in any arbitration that you elect to file that could be heard in Small Claims Court in your jurisdiction, we will pay the filing fees and other arbitration fees above the cost of filing in that Small Claims Court. If you are required to advance any fees or costs to the arbitration Administrator, but you ask us to do so in your stead, we will consider and respond to your request.

This arbitration agreement applies to all Claims now in existence or that may arise in the future except for Claims by or against any unaffiliated third party to whom ownership of your Account may be assigned, in which case this arbitration agreement will apply only if you or the third party chose arbitration. This arbitration agreement survives the termination of the Cardmember Agreement or the Account relationship, including your payment in full, and your filing of bankruptcy. Nothing in this Agreement shall be construed to prevent any party's use of (or advancement of any claims, defenses, or offsets in) bankruptcy or repossession, replevin, judicial foreclosure or any other prejudgment or provisional remedy relating to any collateral, security or property interests for contractual debts now or hereafter owed by either party to the other under this Agreement.

ARBITRATION WITH RESPECT TO A CLAIM IS BINDING AND NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION YOU AND WE WILL NOT HAVE THE RIGHTS THAT ARE PROVIDED IN COURT INCLUDING THE RIGHT TO A TRIAL BY JUDGE OR JURY AND THE RIGHT TO PARTICIPATE OR BE REPRESENTED IN PROCEEDINGS BROUGHT BY OTHERS SUCH AS CLASS ACTIONS OR SIMILAR PROCEEDINGS. IN ADDITION, THE RIGHT TO DISCOVERY AND THE RIGHT TO APPEAL ARE ALSO LIMITED OR ELIMINATED BY ARBITRATION. ALL OF THESE RIGHTS ARE WAIVED AND ALL CLAIMS MUST BE RESOLVED THROUGH ARBITRATION.

Addendum to the Cardmember Agreement

This Addendum to the Cardmember Agreement reflects variations to our standard form credit card agreement in effect on the last business day of the previous calendar quarter that ended on 06/10/2010. Our standard Cardmember Agreement(s) is supplemented with pricing information reflected in the document(s) titled "Pricing Supplement" and other terms and/or features that may vary between the different types of credit card accounts that we offer as reflected in the below "Addendum to the Cardmember Agreement". These documents are provided to you for informational purposes only. These account terms may not be available after the above date. If you apply and are approved for a credit card account with us, your actual account terms will be based on the terms of the offer available at the time that you applied and your Cardmember Agreement will be the agreement sent to you when your account is first opened.

The following provision is to be added at the end of the last sentence of the "Credit Line/Authorized Usage" paragraph in our standard Cardmember Agreement and is applicable to a credit card accounts that do not have a preset spending limit:

"Because your Account has no pre-set spending limit, we may permit you from time to time at our discretion to make certain charges that cause your outstanding balance to exceed your revolving credit line. These charges will be evaluated based on account performance, other credit accounts with us, and your experience with other creditors. If we authorize these charges, you must pay, with your Minimum Payment Due, the amount by which your balance exceeds your revolving credit line, including amounts due to Purchases, Cash Advances, Interest charges, Fees, or other charges."

The calculation of the Minimum Payment Due each month is based on the account type that the applicant applied for and the applicant's creditworthiness. The following paragraphs reflect these two options and will be reflected in the Cardmember Agreement assigned at account opening:

"Your Minimum Payment Each Month.

Each billing cycle, you must pay at least the Minimum Payment Due shown on your monthly statement by its Payment Due Date. If the Statement Balance shown on your monthly statement is less than \$5, your Minimum Payment Due will be that Statement Balance amount. Otherwise, if your Statement Balance is greater than \$5, your Minimum Payment Due will be the total of 1) 1% of the Principal Balance (defined as the total Statement Balance minus interest charges, Returned Payment Fee, and any Late Payment Fee, that are incurred during the current billing cycle), plus 2) interest charges accrued during the current billing cycle, plus 3) any Returned Payment Fee (and if we so elect, any Late Payment Fee), incurred during the current billing cycle, plus 4) if we so elect, any amount past due or amount over your credit line at the time of billing. In certain instances your Minimum Payment Due may be less than your total Fees and Interest assessed in that billing cycle. At any time you may pay more than the Minimum Payment Due up to the full amount you owe us."

"Your Minimum Payment Each Month.

Each billing cycle, you must pay at least the Minimum Payment Due shown on your monthly statement by its Payment Due Date. If the Statement Balance shown on your monthly statement is less than \$15, your Minimum Payment Due will be that Statement Balance amount. Otherwise, if your Statement Balance is greater than \$15, your Minimum Payment Due will be the total of 1) 1% of the Principal Balance (defined as the total Statement Balance minus interest charges, Returned Payment Fee, and any Late Payment Fee, that are incurred during the current billing cycle), plus 2) interest charges accrued during the current billing cycle, plus 3) any Returned Payment Fee (and if we so elect, any Late Payment Fee), incurred during the current billing cycle, plus 4) if we so elect, any amount past due or amount over your credit line at the time of billing. In certain instances your Minimum Payment Due may be less than your total Fees and Interest assessed in that billing cycle. At any time you may pay more than the Minimum Payment Due up to the full amount you owe us."